

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Jeremy M. Laramore	:	
-vs-	:	
Illinois-American Water Company	:	
	:	11-0677
Complaint as to service in Belleville,	:	
Illinois.	:	

PROPOSED ORDER

By the Commission:

Jeremy M. Laramore ("Complainant") filed a complaint against Illinois-American Water Company ("IAWC") as to IAWC's "refusal to repair or replace a broken and leaking company service line that connects to [Complainant's] customer service line." In the request for relief, he asks the Commission "to order [IAWC] to repair or replace the Company service line so that it properly delivers water to [his] customer service line and to have them acknowledge that the maintenance of the service line is not on his property is their responsibility."

Pursuant to due notice, hearings were held in this matter before a duly authorized Administrative Law Judge of the Commission at its offices in Springfield, Illinois. Appearances were entered by Mr. Laramore, who appeared pro se, and by respective counsel for IAWC and the Commission Staff. Evidence was presented by Complainant and IAWC, and at the conclusion of the hearings, the record was marked "Heard and Taken." Initial briefs ("IBs") and reply briefs ("RBs") were filed by IAWC and Complainant. A proposed order was served on the parties.

Stipulated Agreed Facts

A "Stipulation of Agreed and Disputed Facts" was filed by IAWC and Complainant. This document was useful in that it clarified many of the factual elements of the case. Items 1 through 11 of the "Stipulated Agreed Facts" are as follows:

Mr. Jeremy Laramore owns a residence at 54 Granvue Drive, Belleville, Illinois 62220, which he purchased out of foreclosure.

Mr. Laramore is a customer of IAWC at 54 Granvue Drive. (The street on which Mr. Laramore's residence is situated is referred to as "Granvue Drive A" for the sake of clarity.)

On July 22, 2011, Mr. Laramore contacted IAWC to request activation of service, which would require the setting of a meter. An IAWC field service representative went to the property on July 27, 2011 and set the meter.

When the water supply was turned on, the IAWC field service representative noted that the meter was registering usage even though all fixtures inside and outside Mr. Laramore's residence were turned off, indicating a leak on the service pipe.

The water main that serves Mr. Laramore's property is not located along the street in front of his house, Granvue Drive A, but is located along a cross street also known as Granvue Drive (referred to as "Granvue Drive B" for the sake of clarity). The water main is located on the north side of Granvue Drive B, and is tapped by a service pipe running under Granvue Drive B for about 30 feet and into a meter box located in the grass about 2 feet from the south side of Granvue Drive B, where the service pipe connects to a meter.

The service pipe then extends from the other side of the meter and runs under the grass on the east side of Granvue Drive A for about 20 feet, then runs back under the pavement of Granvue Drive A about 80 feet, then continues along the grass on the east side of Granvue Drive A for about 200 feet, then crosses under Granvue Drive A and runs through Mr. Laramore's property to his residence.

The leak in the service pipe is located approximately 85 feet from the meter box along the east side of Granvue Drive A.

The estimated cost of replacing the service pipe from the meter box to Mr. Laramore's residence is \$10,650.

The cost of repairing the leak in the service pipe would depend on several factors, but in any case would be substantially less than replacing the entire service pipe.

The estimated cost of extending a water main in front of Mr. Laramore's house is \$21,688.20.

IAWC Tariff Provisions

Items 14 through 22 of the "Stipulated Agreed Facts" are set forth under a heading titled "Relevant IAWC Tariff Provisions." All are in IAWC tariff ILL. C.C. No. 23. They provide as follows:

[In] Original Sheet No. 1, Definition 2(F), the Company Service Pipe is: "that portion of the Service Pipe for General Water Service extending from the Distribution Main to the curb line or property line or easement boundary and including the curb cock, or the outlet connection of the meter setting."

[In] Original Sheet No. 1, Definition 2(J), a “Customer’s Service Pipe” is: “that portion of the Service Pipe for General Water Service from the end of the Company’s Service Pipe to the Customer’s place of consumption.”

[In] Original Sheet No. 7(B): “Service Pipe supplying a Premise shall not pass through or across any Premises or property other than that to be supplied, and no water pipes or plumbing in any Premises shall be extended therefrom to adjacent or other Premises.”

[In] Original Sheet No. 7, 8(G): “The Customer’s Service Pipe shall be installed in a workmanlike manner and shall be furnished, installed, and maintained by the Customer (except for Private Fire Service Connections which are installed in accordance with Rule 7) and kept free from leaks and other defects, at Customer’s own expense and risk. Failure to do so will result in Discontinuance of Service.”

[In] Original Sheets No. 17(C): “If the cost of the extension is less than or equal to one and one-half ($1\frac{1}{2}$) times the Company’s estimate of annual revenue to be received from Original Prospective Customers who will immediately attach to the extension, the Company will entirely finance the extension. If not, the Customer shall execute a Water Main Extension and Deposit Agreement or a Construction Agreement.”

[In] Original Sheets No. 7, 8(D): “The Company Service Pipe shall be furnished, installed, and maintained only by the Company and shall remain under its sole control and jurisdiction. General Water Service connections will be sized by the Company and all decisions relative to size, material and manner of installation will be made by the Company.”

[In] Original Sheets No. 7, 8(K): “For new Service Lines, the Customer shall install the Service Pipe to the curb or property line at a point approved by an authorized employee of the Company. The Company will install its Service Pipe from the Distribution Main to the Customer’s Service Pipe after the Customer’s Service Pipe has been installed and shall connect the lines, at the Company’s sole cost and expense.”

[In] Original Sheets No. 8, 8(L): “Where the Company’s Service Pipe is already installed to the curb or property line, and the Customer requires a different Customer Service Pipe to be connected thereto, the Customer shall have a licensed plumber connect, in accordance with the Illinois Plumbing Code, with the Company Service Pipe as installed, at the Customer’s sole cost and expense.”

[In] Original Sheets No. 20, 25(A): “Except as otherwise provided in these Rules and Regulations, all pipe, fittings, equipment, meters, or other appurtenances, except for the Customer Service Pipe, shall at all times be and remain the property of the Company and may at any time during reasonable hours be inspected by the Company and/or removed by it for repairs or replacements, or upon the Discontinuance of Service.”

Stipulated Disputed Facts

The “Stipulated Disputed Facts” section of the Stipulation contains one item: “Whether the service pipe where the leak is located is a Company Service Pipe or a Customer Service Pipe.” (Stipulation at 5)

Complainant’s Position

The Complainant’s position is summarized below. This summary is intended to identify the views of the Complainant, not the Commission, unless otherwise indicated.

In Section D.1 of his initial brief, Mr. Laramore argues, “The portion of the Service Pipe extending from the Distribution Main to the property line for 54 Granvue Dr is Company Service Pipe.” (Comp. IB at 6)

The Company Service Pipe is defined in IAWC tariff, ILL. C.C. No. 23, Original Sheet No. 1, Definition 2(F), where it states, “The Company Service Pipe is: “that portion of the Service Pipe for General Water Service extending from the Distribution Main to the curb line or property line or easement boundary and including the curb cock, or the outlet connection of the meter setting.”

The Company Service Pipe extends from the Distribution Main to the curb line or property line or easement boundary. According to Mr. Laramore, “For 54 Granvue Dr, the property line, easement boundary and curb line are different terms that describe the same location.” (*Id.*) Not only does the Tariff define the portion of the Service Pipe extending from the Distribution Main to the property line for 54 Granvue as Company Service Pipe, but JML Exhibit 1.0 indicates that there are three public statements made by IAWC supporting that the property line is where the Company Service Pipe ends. (Comp. IB at 6-8)

The first public statement by IAWC is a diagram that was posted on Illinois American Water’s website showing that the Water Line between the Property Line and the house in the diagram as Customer Responsibility and that the Water Line between the Property line and the Water Main is the Water Co. Responsibility. (Comp. IB at 7)

The second public statement by IAWC is from the “Your rights and responsibilities as our valued customer brochure” that IAWC distributes to customers. In the highlighted section titled “Water Lines, Sewer Lines and Water Meters – Your Responsibilities and Ours,” it states, in part, “[IAWC] is responsible for the water distribution main in the street the service connection from the water main to your property line, and the installation and maintenance of the water meter. All other water pipes, such as the plumbing system in your home or business and the service line from your home or business to the property line, are your responsibility to maintain.”

The third public statement by found in JML Exhibit 1.0 is from the “Frequently Asked Questions about Illinois American Water” section of the Illinois American Water

website. In the highlighted section that responds to the question “Who Owns the meter and the water line in my yard?”, IAWC responds with the statement, “[IAWC] is responsible for the distribution main in the street, the service connection from that main to your property line and the installation and maintenance of the water meter located outside or inside your home or place of business.” It further states, in part, “All other water pipes, such as the plumbing system in your home and the service line from service line from your home to the curb stop of property line, are your responsibility to maintain.” (Comp. IB at 7-8)

Section D.II of Complainant’s initial brief is titled, “The Company Service Pipe is owned and maintained only by the Company.” (Comp. IB at 8) IAWC tariff, ILL. C.C. No. 23, Original Sheets No. 20, 25(A) states, “Except as otherwise provided in these Rules and Regulations, all pipe, fittings, equipment, meters, or other appurtenances, except for the Customer Service Pipe, shall at all times be and remain the property of the Company and may at any time during reasonable hours be inspected by the Company and/or removed by it for repairs or replacements, or upon the Discontinuance of Service.” (Comp. IB at 8-9)

In Mr. Laramore’s view, this provision shows that unless otherwise provided by the Tariff, all parts of the Service Pipe except for the Customer Service Pipe shall remain at all times property of the company. The definition of the Customer Service Pipe is provided on IAWC tariff, ILL. C.C. No. 23, Original Sheet No. 1, Definition 2(J), “A ‘Customer’s Service Pipe’ is: “that portion of the Service Pipe for General Water Service from the end of the Company’s Service Pipe to the Customer’s place of consumption.” (*Id.* at 9)

Mr. Laramore contends, “Since the Company Service Pipe for 54 Granvue Dr extends from the distribution main to the property line as provided for in the Tariff definition of Company Service Pipe, that portion of the Service Pipe from the distribution main to the property line of 54 Granvue Dr shall at all times remain property of the Company. Therefore that portion of the Service Pipe is owned by the Company.” (*Id.*)

He next asserts that “repairing an existing Service Pipe is a maintenance issue, and not an installation issue.” (Comp. IB at 9-10) IAWC tariff, ILL. C.C. No. 23, Original Sheets No. 7, 8(D) provides, “The Company Service Pipe shall be furnished, installed, and maintained only by the Company and shall remain under its sole control and jurisdiction. General Water Service connections will be sized by the Company and all decisions relative to size, material and manner of installation will be made by the Company.”

According to Mr. Laramore, this provision indicates that the Company Service Pipe shall be maintained only by the Company and shall remain under its sole control and jurisdiction, and that any damage to an existing service pipe shall be repaired only by the Company. (*Id.* at 10)

Section D.III of Complainant's initial brief is titled, "The current leak on the Service Pipe for 54 Granvue Dr is between the Distribution Main and the property line." (*Id.*)

Maps submitted in Exhibit 1.02, JML exhibit 1.0, and JML Exhibit 3.2 show that the leak on the Service Pipe for 54 Granvue is located between the distribution main and the property line. The leak is at least 90 feet from the closest point on the 54 Granvue Drive property line. This measurement is represented by a Silver line with tics on the maps submitted with Exhibit 1.02, and JML exhibit 1.0. It is also discussed in Mr. Laramore's testimony, JML Exhibit 1.0, where he states, "On August 22, 2011 I performed my due diligence to determine the damaged service pipe was not on the 54 Granvue Dr property. I did this by digging up the yard at 54 Granvue Dr that day, then having the water turned on. The water ran for approximately 90 minutes. There was no evidence of damaged service pipe in the yard at 54 Granvue Dr."

He continues, "I did spot the leak away from the 54 Granvue Dr. property which I have marked on the annotated map. The leak was approximately 95 ft from the nearest point on my property line. The leak did continue while the water was on, a few minutes after I turned off the water at the water meter the leak did begin to dry up indicating it was from the damaged pipe. Due to the slope of the roadway the damaged pipe has to be between the leak and the water meter and thus well away from the 54 Granvue Dr property."

Section D.IV of Complainant's initial brief is titled, "The responsibility to repair the current leak belongs to the Company in this case Illinois American Water." (Comp. IB at 11-12)

The current leak on the 54 Granvue Service Pipe is between the Distribution Main and the property line. That portion of the Service Pipe is defined in the Tariff as Company Service Pipe. The Tariff also states that unless otherwise provided, the Company Service Pipe is property of the company. The Tariff also provides that the Company Service Pipe shall only be maintained by the Company. The current leak on the 54 Granvue Service Pipe is on that portion of the Service Pipe defined as Company Service Pipe and repair of an existing pipe is a maintenance issue; therefore, IAWC is responsible for repairing the current leak on the Service Pipe for 54 Granvue Dr. (Comp. IB at 11-12)

In Section D.V of his initial brief, Complainant argues, "The reasons Illinois American Water use to contend that the leak is not on the Company Service Pipe for 54 Granvue Dr are neither provided for in the Tariff, nor are they supported by the evidence." (Comp. IB at 12-15)

According to Complainant, IAWC "contends the leak is not on the Company Service Pipe because Illinois American Water has never paid for the establishment or maintenance of the service pipe beyond the meter setting." (Comp. IB at 13)

Complainant responds that IAWC “is unable to provide a Tariff provision indicating that the Company Service Pipe is determined by the Company having paid for the installation or maintenance of any portion of the Service Pipe. On page 145 line 21 of the Evidentiary hearing transcript the witness for Illinois American Water does agree that the tariffs do not provide a provision indicating that paying for the installation or maintenance determines what is Company Service Pipe or Customer Service Pipe.” (*Id.*)

Complainant says IAWC also “contends the leak is not on the Company Service Pipe because the Service Pipe runs through another person’s property.” (Comp. IB at 13)

In response, Complainant states that the maps submitted as Exhibit 1.02, JML Exhibit 3.3, and as part of JML Exhibit 1.0 show that the Service Pipe does not cross any property line other than the property line for 54 Granvue Drive. This is also supported by the witness for IAWC who stated that she is unable to show on the map for Exhibit 1.02 where the Service Pipe crosses a property line other than the 54 Granvue Dr. property line. (Tr. at 149) Exhibit 1.02 is a copy of the map found in JML exhibit 1.0 and while the map is an approximation of the Service Pipe and the property lines around the Service Pipe, the fact the map was submitted on behalf of IAWC indicates that the approximations on the map are reasonably accurate for the purposes of this case. (Comp. IB at 13-14)

Complainant says IAWC also “contends the leak is not on the Company Service Pipe because water meter determines where the Company Service Pipe ends and the Customer Service Pipe begins.” (Comp. IB at 14-15)

Complainant responds, “According to the Tariffs the definition of the Company Service Pipe states it includes the curb cock, or the outlet connection of the meter setting and it extends from the Distribution Main to the curb line or property line or easement boundary. The definition does not state the Company Service Pipe ends at the water meter, curb cock, or outlet connection of the meter setting.” (*Id.*)

According to Complainant, the witness for IAWC did agree that she believed “the intent of the definition of the company service pipe in the tariffs allow you to extend the company service pipe beyond the curb cock for any purpose.” (*Id.*, citing Tr. at 174)

Also, the witness for IAWC “did indicate that there was no limit to how far the Company Service Pipe could extend before it was required by the tariffs to stop being Company Service Pipe. This indicates that the witness for Illinois American Water does agree that the Tariff has no provision stating the Company Service Pipe ends and the Customer Service Pipe begins at the water meter location.” (Comp. IB at 15)

Complainant’s reply brief, Section B.1, is titled, “[IAWC’s] contention that ‘the relevant tariff definitions make clear that the service pipe where the leak is located is Customer’s Service Pipe’ is wrong.” (Comp. RB at 1) Among other things, Complainant

states, “There is no evidence that the Service Pipe extends to a property line on the south side of Granvue Drive B.” (*Id.* at 2) He also states, “The Service Pipe does not cross any other property line, easement boundary, or curb line on its course to the 54 Granvue Dr property....” (*Id.* at 4)

In Section B.II of his reply brief, Complainant argues, “[IAWC’s] contention that ‘the lack of installation or maintenance records confirms that the service pipe where the leak is located is Customer’s Service Pipe’ is wrong.” In his view, a lack of records only confirms that there are no records, and has no bearing on what is Customer’s Service Pipe or Company Service Pipe. (*Id.* at 5-6)

In Section B.III of his reply brief, Complainant argues, “[IAWC’s] contention that ‘Ms Beard’s extensive knowledge of and experience with the customer connections in the Interurban District confirms that the service pipe where the leak is located is Customer’s Service Pipe’ is wrong.” Complainant does not believe Ms. Beard’s experience and knowledge extends to all possible instances, particularly considering evidence purportedly showing that such instances could exist. (Comp. RB at 6-8)

IAWC’s Position

IAWC’s position is summarized below. This summary is intended to identify the views of IAWC, not the Commission, unless otherwise indicated.

Mr. Laramore bought the house without water service, and in fact the bank involved in the foreclosure did not turn on the water inside the house before Mr. Laramore bought it. (IAWC IB at 2; Tr. at 120) Mr. Laramore did not pay for a legal description of 54 Granvue, and has never done a survey of the neighboring properties or roadways. The aerial property maps that he has provided in the proceeding come from St. Clair County maps, which have a disclaimer stating that “St. Clair County does not guarantee the spatial or content accuracy of the map, its precision or merchantability....” (IAWC IB at 2; Tr. at 122)

Mr. Laramore claims that the service pipe extending from the meter setting to his property line – a length of about 300 feet – is Company Service Pipe, and that therefore the responsibility to repair the leak 85 feet away from the meter setting is IAWC’s. IAWC contends that the service pipe extending from the meter setting to Mr. Laramore’s property line is Customer Service Pipe, and therefore his responsibility to repair. (IAWC IB at 3)

IAWC has records showing that a previous owner of 54 Granvue made a request for installation of a new tap on February 20, 1922 and that IAWC installed the original service pipe from the water main to the meter box. There are additional records showing repair or replacement of the service pipe from the water main to the meter box on November 13, 1936. Finally, there are records showing repair or replacement of that service pipe on August 24, 1949 after a report of a leak. (IAWC IB at 3-4; IAWC Ex. 1.00SR, lines 59-64; IAWC Ex. 1.04SR)

There are no records showing any installation of or maintenance on the service pipe from the meter box to 54 Granvue. (IAWC Ex. 1.00SR, lines 56-58). Beth Beard, Network Operations Supervisor for IAWC's Interurban District of IAWC for 21 years, testified that the lack of records showing installation of or maintenance on the service pipe from the meter box to the premises at 54 Granvue supports the conclusion that IAWC does not own the service pipe from the meter box to the premises. (IAWC IB at 4; IAWC Ex. 1.00SR, lines 69-73)

In its "Argument," IAWC asserts, "The relevant tariff definitions make clear that the service pipe where the leak is located is Customer's Service Pipe." (IAWC IB at 5)

In IAWC's tariff, the Company Service Pipe is: "that portion of the Service Pipe for General Water Service extending from the Distribution Main to the curb line or property line or easement boundary and including the curb cock, or the outlet connection of the meter setting." (*Id.*)

The Customer's Service Pipe is: "that portion of the Service Pipe for General Water Service from the end of the Company's Service Pipe to the Customer's place of consumption." (*Id.*)

In IAWC's view, "the service pipe extending from the distribution main on the north side of Granvue Drive B and then to the property line on the south side of Granvue Drive B, where it connects to the curb cock and the outlet connection of the meter setting, is the Company Service Pipe." (IAWC IB at 5)

By definition, the Customer's Service Pipe is everything else to Mr. Laramore's house. The leak is located on this portion of the service pipe, which is the Customer's Service Pipe.

IAWC continues, "Mr. Laramore therefore bears the responsibility to remedy the leak: 'The Customer's Service Pipe shall be installed in a workmanlike manner and shall be furnished, installed, and maintained by the Customer (except for Private Fire Service Connections which are installed in accordance with Rule 7) and kept free from leaks and other defects, at Customer's own expense and risk. Failure to do so will result in Discontinuance of Service.' ILL. C.C. No. 23, Original Sheet No. 7, 8(G)." (IAWC IB at 5-6)

IAWC next argues, "The lack of installation or maintenance records confirms that the service pipe where the leak is located is Customer's Service Pipe." (IAWC IB at 6)

IAWC has records showing that water service began at 54 Granvue Drive in 1922, at which time IAWC installed the service pipe from the distribution main on the north side of Granvue Drive B to the meter setting at the property line on the south side of Granvue Drive B. Furthermore, IAWC has records showing that in 1936 and 1949 it

repaired or replaced the service pipe from the water main to the meter setting at the property line on the south side of Granvue Drive B.

IAWC further contends, “There are no records showing that IAWC ever -- for 90 years -- installed, repaired, or replaced the service pipe running from the meter setting to the house at 54 Granvue Drive. The lack of such records confirms that this service pipe is Customer’s Service Pipe.” (*Id.*)

IAWC’s third argument is that Ms. Beard’s extensive knowledge of and experience with the customer connections in the Interurban District confirms that the service pipe where the leak is located is Customer’s Service Pipe. (*Id.*)

Ms. Beard testified that in her 21 years as Network Operations Supervisor in the Interurban District, working with over 70,000 customer connections, she has never experienced an instance where an IAWC Service Pipe extended beyond the curb cock or outlet connection of the meter setting; where IAWC repaired a service pipe more than a foot or so off the outlet connection of the meter setting; or where a Company Service Pipe extended 100, 200, 300 feet beyond the curb cock or outlet connection of the meter setting. (IAWC IB at 6; Tr. at 169-170)

In its reply brief, IAWC responds to Mr. Laramore’s assertion that the service pipe “does not cross any property line other than the property line for 54 Granvue Dr.” (Comp. IB at 13-14) According to IAWC, Mr. Laramore is “rewriting the tariff,” which does not require that a service pipe “cross” a property line before it ceases being a Company Service Pipe. (IAWC RB at 3) In this case, the Company Service Pipe fits the tariff definition of “extending from the Distribution Main to the curb line or property line or easement boundary and including the curb cock, or the outlet connection of the meter setting.” The curb cock and outlet connection of the meter setting are located at the curb line/property line of Granvue Drive B, which is where the Company Service Line stops. (IAWC RB at 3)

IAWC also claims Mr. Laramore misstates the testimony of IAWC witness Ms. Beard when he asserts that she agreed with the following statement of his on cross-examination: “The intent of the definition of the company service pipe in the tariffs allow you to extend the company service pipe beyond the curb cock for any purpose.” (Comp. IB at 14) According to IAWC, Mr. Laramore fails to quote her actual answer, which was in fact: “Yes, that would be considered the outlet connection.” (Tr. at 174) That is, Ms. Beard testified that the Company Service Pipe could go beyond the curb cock in order to extend to the outlet connection of the meter, which is the situation in the present case. (IAWC RB at 3-4)

IAWC says Mr. Laramore further mischaracterizes her testimony in asserting that she “did indicate that there was no limit to how far the Company Service Pipe could extend before it was required by the tariffs to stop being Company Service Pipe.” (Comp. IB at 15) The actual exchange on cross-examination was as follows:

Q. And is there -- and do you believe the intent of the definition of the company's service pipe in the tariffs allow you to extend the company service pipe beyond the curb cock for any purpose?

A. Yes, that would be considered the outlet connection.

Q. Okay. Does the tariff state anywhere that there is a limit as to how far you could do that before it stopped becoming company service pipe?

A. No.
(Tr. at 174)

IAWC argues, "Clearly, Ms. Beard was responding to his question about whether any tariff restricted the distance between the outlet connection of the meter and the curb cock." (IAWC RB at 3-4)

In response to Complainant's arguments regarding information on IAWC's website, IAWC refers to testimony by Ms. Beard that "the purpose of the website is to provide a general understanding to customers regarding ownership rights, not to address every possible configuration of customer service pipes. In the vast majority of cases the curb stop and meter box sit on the property line of the customer receiving the water service. That is the situation described on the website, the typical situation." (IAWC RB at 2; IAWC Ex. 1.00R, lines 27-32)

According to IAWC, the evidence showed that "Mr. Laramore's situation is atypical," for the reasons noted above in the discussion of the third argument in IAWC's initial brief. (IAWC RB at 2; Tr. at 169-170)

Commission Analysis and Conclusions

The facts presented, tariffs cited and positions advanced by the Parties are summarized above and will not be repeated in detail here.

As described above, Mr. Laramore bought a house at 54 Granvue Drive, which is on the west side of the street. This portion of Granvue Drive is referred to as Granvue A. There is no water distribution main running along Granvue Drive A in front of Mr. Laramore's property. Rather, the main is located along a cross street -- referred to as Granvue B -- to the north. The service pipe at issue runs from a meter and curb stop located two feet off the south side of Granvue B, for a distance of approximately 300 feet, to a location on Granvue A in front of Mr. Laramore's property.

After Mr. Laramore bought the house, he requested activation of water service from IAWC. Unfortunately, when the water supply was turned on, the meter registered usage even though all fixtures inside and outside the house were turned off, indicating a leak on the service pipe. This leak is located along the east side of Granvue A approximately 85 feet from the meter box.

Whether this segment of service pipe is a “Company service pipe” or “Customer service pipe” under IAWC’s tariffs is in dispute. Mr. Laramore contends it is a Company service pipe and that IAWC is responsible for repairing the leak.

Both sides rely on tariffs which define Company Service Pipe as “that portion of the Service Pipe for General Water Service extending from the Distribution Main to the curb line or property line or easement boundary and including the curb cock, or the outlet connection of the meter setting.”

The Commission has reviewed the positions of the parties. The Commission observes that Mr. Laramore gathered and provided information which has been useful in assessing the issues, and his arguments are well articulated. His theory of the case, however, is problematic.

As noted above, the water distribution main does not run along Mr. Laramore’s street. The meter box, curb stop and associated equipment, where the disputed segment of service pipe begins, are nowhere near his property. As such, Mr. Laramore’s situation is not typical. Further, there is no indication that IAWC ever owned the disputed segment of pipe.

In the Commission’s view, an informed interpretation of the service pipe rules requires an understanding of the relationship between those rules and main extension rules. Generally speaking, customers are served from mains that already extend to or beyond the customer’s location. The utility service connection is installed perpendicular to the main where practical, and is located such that no portion of the customer’s service line passes through lands which are not the property of the applicant for service. Ill. Adm. Code 600.370 (c).

In situations where existing distribution mains do not already reach the prospective customer location, the customer is not entitled to a main extension free of charge. Under Commission rules and IAWC tariffs, there is a charge assessed to the developer or customer. (Ill. Adm. Code 600.370; Stipulation at Para. 18) In Mr. Laramore’s case, that cost is estimated to be \$21,688. If utilities were required to provide free main extensions to customers wherever they may be located, existing customers would be adversely affected by the inclusion of the costs of lengthy main extensions in their rates unless the revenues from the new customers were sufficient to cover the cost of extending and providing service to them.

In the instant case, Mr. Laramore’s interpretation of “Company service pipe” as defined in the tariff is that “[f]or 54 Granvue Dr, the property line, easement boundary and curb line are different terms that describe the same location.” The effect of this interpretation would be to require IAWC to provide Company service pipe all the way to Mr. Laramore’s property line -- which would be an additional 300 feet. Such an interpretation would arguably allow any potential customer, no matter how far from the nearest distribution main they may be, to circumvent -- and defeat the purpose of -- the

main extension rules and tariffs discussed above by simply demanding that the Company install a free Company service line to the customer's property, instead of a main extension. Such an interpretation would produce an illogical result to the detriment of current ratepayers.

Further, Mr. Laramore's repeated assertions that the pipe does not "cross" any property line, easement boundary or curb line "on its course" to his property would insert an element into the definition of Company service pipe that is nowhere to be found in the tariff.

In conclusion, the Commission finds that IAWC does not have an obligation under the referenced tariff to provide a Company service line beyond the meter box and curb stop location just off the south side of Granvue Drive B.

The remaining question is whether Mr. Laramore should have the option of replacing or repairing the line as opposed to having to pay for a main extension or do without water service from IAWC. Under the circumstances, the Commission finds that Mr. Laramore should be given the opportunity to replace or repair the service line at issue, in a workmanlike manner, and receive water service from IAWC through it. This finding does not reach the issue of whether easements or permits are required from others. If he exercises the option of replacing or repairing the line, Mr. Laramore will be responsible for the future maintenance and repair of the line.

Findings and Ordering Paragraphs

The Commission, having considered the entire record, is of the opinion and finds that:

- (1) IAWC is in the business of furnishing water and sewer service to the public in various areas in the State of Illinois and is a public utility as defined in the Public Utilities Act;
- (2) the Commission has jurisdiction over the parties and subject matter herein;
- (3) the facts recited and determinations made in the prefatory portion of this Order are supported by the record and are hereby adopted as findings;
- (4) the Complaint should be denied as hereinafter set forth.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the Complaint filed by Mr. Laramore against Illinois-American Water Company is hereby denied.

IT IS FURTHER ORDERED Mr. Laramore shall be given the opportunity to replace or repair the service line at issue, in a workmanlike manner, and receive water

service from IAWC through it, subject to the determinations and conditions set forth above.

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

DATED: August 10, 2012.

Larry M. Jones
Administrative Law Judge